

CONDITIONS OF SPECIAL USE & COMMERCIAL AUTHORIZATION PERMITS

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other federal, state, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the suspension or revocation of the permit. Permittee will reimburse NPS for cleanup or repair of damages required to be made by NPS staff or contractor in conjunction with a terminated permit.
6. This permit may be revoked at the discretion of the superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of **\$1,000,000.00** and underwritten by a United States company **naming the United States of America as additionally insured**. The permittee agrees to provide the Superintendent with a **Certificate of Insurance** with the proper endorsements prior to the effective date of the permit.
9. The permittee will be responsible for the cost recovery of a monitoring park ranger's salary. The Superintendent will decide if a monitor is required. **The requirement of a monitor will be designated on the first page of each permit.** A bill of collection will follow from the Pinnacles Accounting Office. The full salary and benefits will be paid for the monitoring National Park Service employee; or a **minimum of \$50.00 per hour**. The park accounting office will calculate and issue the final bill of collection for the permittee.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. If required by the Superintendent of Pinnacles, the permittee will deposit with the park a **performance bond** in the amount **designated on the first page of this permit** from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
12. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
13. The permittee represents and it is a condition of acceptance of this permit that, pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
14. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
15. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
16. Form **PINN-172B-CUA** follows for Commercial Use Authorization ____ N/A for Special Use Permit ____